

MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE
NATIONAL EDUCATION ASSOCIATION
TIVERTON/NEARI/ AND THE
TIVERTON SCHOOL COMMITTEE

This Agreement is made and entered into this _____ day of August, 2012, by and between the National Education Association Tiverton/NEARI/NEA (the "Union") and the Tiverton School Committee ("Tiverton").

WHEREAS, the parties are in negotiations for a successor collective bargaining agreement;

WHEREAS, the previous collective bargaining agreement called for transfers and other staffing decisions to be made on the basis of seniority;

WHEREAS, the Commissioner of Education has taken the position that pursuant to the Basic Education Program (BEP) that took effect on July 1, 2010, seniority could not be the sole factor in transfers and other staffing decisions;

WHEREAS, the Commissioner of Education has directed that all new collective bargaining agreements entered into after July 1, 2010 eliminate seniority as the sole factor in transfers and other staffing decisions;

WHEREAS, the parties have previously developed language regarding transfers and staffing decisions that believed would comply with the BEP and the Commissioner's directives;

WHEREAS, the Commissioner took the position that the language developed by the parties did not comply with the BEP and her directives;

WHEREAS, the validity of the Commissioner's interpretation of the BEP and her directive are legal issues that are the subject of litigation before the Commissioner, the State Labor Relations Board, and the Rhode Island Supreme Court;

WHEREAS, the parties recognize that until the above-referenced issues are resolved, they will be unable to arrive at a successor agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. The parties agree to extend the expiration date of the present collective bargaining agreement to August 31, 2015. For the period of September 1, 2012 to August 31, 2015, all benefits, and health care co-pays will remain at the same levels as those during the period of September 1, 2011 to August 31, 2012.

2. There will be no change in salaries in Year 1; in Years 2 and 3 teachers on Step 10 will receive a 1.75% raise each year.

3. In Years 2 and 3 all teachers will receive a two-hundred (200.00) dollar stipend each year payable on the last payday in June.

4. In Years 2 and 3, respectively, there will be two (2) professional development days of five (5) working hours or six (6) hours with one hour for lunch. Teachers in attendance will be paid three-hundred fifty (350.00) dollars per day for a total of seven-hundred (700.00) dollars each year. Payment for each day will be made no later than the second pay period following the professional development day. The days will be mutually determined between the Union and the Superintendent.

5. For the duration of this agreement, the President and Vice-President Association business time as set forth in Article 10, Section I of the CBA shall not be in effect.

6. Level Four of the grievance procedure shall be amended to read: If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within five (5) school days after the Committee has heard the grievance, then within ten (10) calendar days after the completion of Level Three, s/he may:

- a. Pursue such method of review as may be established by law or regulation.
- b. Request that the NEA Tiverton PR&R Committee submit the grievance for arbitration. The NEA Tiverton PR&R shall decide whether to elect to submit the grievance for arbitration ten (10) calendar days after said request. If the NEA Tiverton PR&R Committee elects to submit the grievance for arbitration, it shall submit the grievance to arbitration and so notify the School Committee within ten (10) days after its decision.

Notwithstanding the above Paragraph 1, the parties agree that when the above-referenced litigation is concluded, whether by settlement or decision by a court of competent jurisdiction, they shall reopen negotiations regarding transfers, seniority, and other staffing decisions.

7. The parties agree that teacher evaluations will be conducted in accord with the Educator Evaluation System Standards promulgated by the Rhode Island Department of Education. Should either party believe that adjustments to the evaluation process are necessary, the parties agree to meet and discuss said adjustments.

8. This Agreement does not constitute practice or precedent between the parties, and it may not be used as evidence in any proceedings among the parties excepting only to enforce the terms hereof.

WITNESS our hands on the day and year first written above.

For the Tiverton School Committee

For the National Education Association
Tiverton/NEARI/NEA

By: William J. Rearick
Its: Superintendent of Schools

By: Amy Mullen
Its: President